

tioner contends that their duties are supervisory in nature and that they should be excluded from the unit, whereas the Employer contends that they are nonsupervisory and should be included.

At the hearing the Petitioner introduced no evidence to support its contention in regard to the lead drivers. The Employer however introduced detailed testimony to the effect that although the lead drivers receive overtime work preference and are more experienced than the other drivers, they perform only routine delivery duties in conformance with a checklist prepared for them by the front office; that they have no power to hire, discharge, direct, discipline, or transfer, or to recommend such actions with respect to their fellow employees; and, in sum, that the lead drivers have no supervisory powers whatsoever. In view of this uncontradicted testimony we find that the duties of the lead drivers are not supervisory in nature and that they may properly be included in the unit.

Accordingly, we find that all drivers and helpers employed by the Employer at the Idlewild Airport, Long Island, New York, including lead drivers, but excluding office clerical and professional employees, watchmen, guards and supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

[Text of Direction of Election omitted from publication.]

AMERICAN CAN COMPANY *and* CARPENTERS' DISTRICT COUNCIL OF ST. LOUIS, AFFILIATED WITH THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL, PETITIONER. *Case No. 14-RC-2396. December 16, 1954*

Decision and Direction of Election

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Harold B. Norman and William F. Trent, hearing officers.¹ The hearing officers' rulings made at the hearing are free from prejudicial error and are hereby affirmed.

Upon the entire record in this case, the Board finds:

1. The Employer is engaged in commerce within the meaning of the Act.
2. The labor organizations involved claim to represent employees of the Employer.²

¹ A special assignment prevented Mr. Norman from continuing with the hearing after the third session, and Mr. Trent conducted the hearing thereafter.

² The United Steelworkers of America, CIO, was permitted to intervene at the hearing on the basis of its current contract for the existing production and maintenance unit. District No. 9, International Association of Machinists, AFL, which represents the Employer's machinists at the plant in question intervened to protect its interest, and later withdrew.

3. A question affecting commerce exists concerning the representation of employees of the Employer within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act.

4. The appropriate unit:

The Petitioner seeks to sever a unit of all millwrights and millwrights' helpers from an existing production and maintenance unit at the Employer's plant No. 83-A, located at 3200 South Kingshighway, St. Louis, Missouri.

The Intervenor, United Steelworkers of America, CIO, has represented the production and maintenance unit, including the millwrights, since 1945. The current contract between the Employer and the Intervenor was executed after the filing of the petition herein, and is not urged as a bar to this proceeding.

The Employer and the Intervenor oppose severance of the unit requested, contending that the employees in question do not possess, and their duties do not require the utilization of, craft skills, and also that the work of the millwrights is closely integrated with that of certain other employees.

The Employer is engaged in the manufacture of a variety of metal and fiber cans. At the plant here involved, 26 production lines, operating 24 hours daily, produce in excess of 1 billion cans per year. The plant has approximately 1,000 employees.

The Employer has 19 employees classified as millwrights, and 1 millwright helper. The current contract between the Employer and the Intervenor specifies that millwrights "shall be recognized as skilled craftsmen," but the Employer and Intervenor maintain that they are not so considered. The millwrights are assigned to the "utility and maintenance department," and their only immediate supervisor is the foreman of this department, who is responsible to the assistant master mechanic and the master mechanic, and through them, to the plant manager. The millwrights have their headquarters in a separate enclosed area near the center of the plant which is approximately 40 feet wide and 80 feet long. The area contains drill presses, grinders, power hacksaws, buffers, an arbor press, and welding equipment, together with work benches and a parts storage area. With the exception of the millwright who does the welding required in the millwrights' work, the millwrights spend a minor portion of their time doing tasks in the millwright shop, and the shop is occasionally used by other employees. There is no interchange between the millwrights and any other employees, and there have been only 3 transfers into the millwright group in 10 years.

The millwrights are responsible for keeping the machinery of the Employer's 26 production lines in running order. They spend approximately 75 or 80 percent of their time in repairing, or dismantling and replacing parts in the production machinery. The

installation of new machinery is "to a great degree" performed by outside millwrighting contractors, but relocation and reinstallation of old machinery is done by the Employer's millwrights whenever required. The millwrights are expected to own most of the necessary tools, except the heavier and more expensive tools. Several do not own such measuring tools as calipers and micrometers, but certain of the work requires tolerances not exceeding one ten-thousandth of an inch.

Although the Employer has no formal apprenticeship program, it is estimated that it takes a minimum of 2 years to become qualified to perform the millwright duties required in the Employer's work. Prior to the January 1954 contract between the Employer and the Intervenor, the Employer maintained 2 classes of millwrights' helpers, 3 classes of "B," and 2 classes of "A" millwrights. There are now only the classifications of "millwrights" and "millwrights' helpers." While there has been no specified schedule for progression from one class to another, the only millwright who testified concerning his progression to class A from the date of his employment, stated that he remained in class B for 5 years. The plant manager stated that the time a millwright spent in class B was considered a "kind of training program," and that those receiving the top millwright pay were expected to have the equivalent of 5,000 hours experience. Since classes A and B have been disposed of, new employees with experience are paid as millwrights while training, and inexperienced employees are hired as millwrights' helpers. With the exception of 4 experienced maintenance mechanics hired as millwrights during January 1954, the millwrights have experience ranging from 1 to 14 years as millwrights with the Employer.

The millwrights spend about 20 or 25 percent of their time in building maintenance duties, which include concrete work, plumbing, installing floorings, roofing, and repair of the heating systems. The Employer contends that the performance of these duties for this portion of their total time demonstrates that the millwrights do not function as craftsmen, but merely as maintenance employees. We do not agree. The Board has held that millwrights performing building maintenance duties during about 25 percent of their time are entitled to separate representation as craftsmen, if qualified as craftsmen in other respects.³ It is further contended by the Employer that the millwrights should not be severed from the production and maintenance unit because of a high degree of integration of their work with the work of certain production employees, known as production mechanics. Production mechanics are trained by the Employer and assigned to monitor the operation of certain production

³ *United Screw and Bolt Corporation*, 106 NLRB 1308.

machines, and they work only on the machine for which they are trained. Whenever the machine to which a production mechanic is assigned requires a repair or alteration which would interfere with production, the production mechanic calls for a millwright to make the repair. In making these repairs, it is occasionally necessary for the millwrights to work in conjunction with production mechanics, electricians, or others, but the millwrights perform and are responsible for the specific functions of their own trade. There is no evidence that the production mechanics act as helpers in performing millwrights' tasks. We therefore find no merit in the Employer's contention, nor does it appear that the millwrights' functions are duplicated by the production mechanics.

On the basis of the record before us, we find that the millwrights are engaged predominantly in work characteristic of their craft, and are either hired with experience, or trained to the required degree of proficiency by the Employer. It also appears that their function in the maintenance and repair of the Employer's production machinery requires the exercise of their craft skills on a broad basis.⁴ We find, therefore, that the millwrights in question exercise the skills of their craft, and constitute a true craft group. As they are sought by a labor organization which historically and traditionally represents them,⁵ they may constitute an appropriate unit if they so desire.

In view of the foregoing determinations, we shall direct an election among the following employees of the Employer at its plant No. 83-A, St. Louis, Missouri, which we hereby find may constitute an appropriate unit for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act: All millwrights and millwrights' helpers, excluding supervisors as defined in the Act, and all other employees.

If a majority vote for the Petitioner, they will be taken to have indicated their desire to constitute a separate unit, which the Board finds, under the circumstances, to be appropriate for purposes of collective bargaining, and the Regional Director is instructed to issue a certification of representatives to the Petitioner for such unit. If a majority vote for the Intervenor, they may be represented as a part of the existing production and maintenance unit and the Regional Director will issue a certification of results of election to such effect.

[Text of Direction of Election omitted from publication.]

MEMBER BEESON took no part in the consideration of the above Decision and Direction of Election.

⁴ *Hotpoint Co., Division of General Electric Company*, 108 NLRB 1383.

⁵ *National Gypsum Company, Kansas Ordnance Plant*, 108 NLRB 1006.